

SAFEGUARD INSURANCE SERVICES LIMITED

Registered Office: Safeguard House, 371-375 Bexley Road, Northumberland Heath, Erith, Kent DA8 3EZ

TERMS OF BUSINESS AGREEMENT

Applying to General Insurance customers

By accepting these Terms of Business, you are giving your consent to the actions described in the following sections. Please read this document carefully.

Safeguard Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number is 306226 and this can be verified by visiting the FCA's website www.fca.org.uk or by telephone on 0800 111 6768.

Our Service

As an Independent Insurance Broker we act on your behalf when arranging your insurance. As part of our customer services, we administer all correspondence received from both you and your insurers through the year including the checking of proposal forms, policy documents and endorsements as well as negotiating with insurers on your behalf. Ultimate responsibility does however lie with you, the policyholder, to ensure that the documents received meet your requirements. We do not act for every insurance company and therefore cannot guarantee that the cost of your insurance cover will be the cheapest in the market or that the policy wordings will provide the widest cover. We will advise you if the product recommended is not regulated by the FCA.

We will make a recommendation for you after we have assessed your needs, or advise you if we are unable to place your insurance.

Confidentiality and Data Protection

All personal information about our customers is treated as Private and Confidential and kept secure. We will only use and disclose the information we have about private individuals in the course of arranging and administering their insurance, and will not disclose any information to any other parties without their written consent. We may use information we hold about our customers to provide them with information about other products and services, which we feel may be appropriate to them. If you cancel or lapse your policy we may contact you the following year to provide a quotation. If you do not wish to receive marketing information from us please write to us at the above address. Under the Data Protection Act 1998, private customers have a right to see personal information about them that we hold in our records. If you have any queries or requests in this regard please contact us. We will only take instructions from you or your legal representative to effect or to alter a policy.

Solvency of Insurers

We cannot guarantee the solvency of any Insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

Duty of Disclosure

It is your responsibility to provide complete and accurate information to insurers when you take out an insurance policy, throughout the life of the policy, and when you renew your insurance. It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate.

Please note that if you fail to disclose any material information to us and your insurers, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid. You should take particular care to check the accuracy of all information you provide. If you are unsure whether or not a fact is 'material' please discuss it with us.

Any alteration verbally notified to Safeguard Insurance and not acknowledged by them or your insurance company within 21 days should be confirmed in writing to Safeguard and acknowledgement sought. Please quote the Broker Reference on all correspondence sent. You are advised to keep copies of all letters that you send to us for your own protection.

Financial Services Compensation Scheme (FSCS)

If we are unable to meet our financial obligations you may be eligible to receive compensation from the Financial Services Compensation Scheme. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme. (www.fscs.org.uk).

Complaints

It is our intention to provide you with a high level of customer service at all times. Should we not meet your expectations, please contact Mr Stewart Johns at the address overleaf. We will acknowledge your written complaint in writing, within 5 business days of receipt, advising you of who is dealing with it, and when you may receive a response. We will provide you with a full written response to your complaint within 20 business days of receiving it. If the written response cannot be given to you within 20 business days, we will inform you in writing of the reasons why and when you can expect to receive our final response. Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS), Exchange Tower, Harbour Exchange Square, London, E14 9SR. 0845 080 1800

Governing Law

This Agreement, which sets out our Terms of Business with you, will be governed by and construed in accordance with English Law.

Fees, Charges, Costs and Remuneration

In addition to the amount charged by insurers we also make charges to cover the administration of your insurance. Safeguard Insurance seeks to offer the best possible cover to clients at the most competitive prices. We will reserve the right to charge for the work involved in setting up, renewing or processing any adjustments to your policy. This is fairly charged according to the work we undertake on our clients behalf.

Mid Term Cancellations:	£50.00 - additionally we will make a deduction to the value of 100% of the annual earned commission from the annual premium paid/payable.
Bounced Cheque/Refer to Draw:	£35.00 per cheque

Our charges are non refundable & will apply in addition to any charge your insurer/wholesaler makes.

In the unfortunate event of a claim, any outstanding balance of premium on your account becomes payable immediately.

For certain commercial insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you.

Where appropriate, fees may be agreed in advance for Commercial Clients.

Where we arrange low or non-commission paying products, we will charge an arrangement fee not exceeding 100% of the premium, and will advise you of the actual amount at the time of quotation or renewal.

In view of the costs involved in making changes to your policy, we will not issue refunds of less than £35.00.

All outstanding fees, charges and costs will be deducted from any return premiums issued by your insurer, to you, and/or any premium finance provider.

We reserve the right to increase our charges in very special circumstances, where the work we do for you is different to that which we had anticipated (to reflect the additional complexity of a matter or where action must be taken extremely promptly). We will notify you of and discuss with you any intention to increase our charges before making the increase.

We are normally remunerated for arranging the insurance in the form of commission or brokerage paid to us by the Insurers underwriting the insurance, unless the arrangement which we had with you is that our services will be provided for an agreed fee. We are happy to disclose our remuneration, please contact us should you wish to be aware of our commission.

Payment by Finance Companies

You can choose to pay using a Finance Company and this Finance Company may be an independent insurance premium finance provider or a company linked to Safeguard. If you chose to pay your insurance using a Finance Company, and default on your payments to them, we will be informed by the Finance Company. If you do not make other arrangements to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which is made by the insurer and if any money is owed to the Finance Company under your credit agreement pay it to the Finance Company. You will be responsible for paying any time on risk charge and or any shortfall of premium and/or admin charges and putting in place any alternative insurance and/or payment arrangements you need. Full disclosure of any link between the Finance Company and Safeguard will be shown within the Consumer Credit Agreement and Finance Agreement.

Commercial Declaration

The following Declaration is to be signed by you and returned to us after the issue of the policy documentation but if not so signed the same is binding on you. "I confirm that I have received the full policy documents and schedule. The policy and schedule are free from any errors or omissions and the terms and conditions have been understood and accepted by myself. I understand that in the event of inaccuracies, false statements or failure to disclose facts material to the insurance, claims may not be paid or the policy voided. I confirm I have read and understood Safeguard's Terms of Business".

Handling Client Money

We may receive money as Agent of an insurer and all monies are held in a Non-Statutory Trust bank account. For the purposes of some transactions, client money may pass through other authorised intermediaries before the insurer receives it. Interest will not be paid to customers in respect of money held in a Client Bank Account. We reserve the right to change the way we handle our client money following our membership of Broker Network, from January 2015.

Professional Indemnity

We maintain Professional Indemnity insurance as required by the FCA.

Third Party Rights

Unless otherwise agreed between us, in writing, no term of this Agreement is enforceable under the Contract (Rights of Third Parties) Act 1999. All activities undertaken by us as outlined in this Agreement are provided by us for your exclusive use and all data, recommendations, proposals, reports and other services are for your sole use. You agree not to permit access by any third party to this information without our express written permission.

Advice

We undertake to advise our customers on matters relating to personal and commercial insurance contracts and will do so without charge. This does not extend to legal advice. The advice given never supersedes specific advice provided by insurers in their policy documents and associated literature.

Email

Where correspondence and documents are sent to you using email, we will take anti-virus precautions to minimise the chance of files being infected. However, given the inherently insecure nature of the Internet we cannot guarantee that all transactions will be free from infection. You agree that Safeguard will not be liable if infection occurs. Similarly, we cannot guarantee the security or effectiveness of our electronic communications and will not be liable if they are intercepted, received by parties other than those to whom they are addressed, or for delays or non delivery outside our reasonable control.

Fraud Prevention

Insurers pass information to the Claims and Underwriting Exchange register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers (ABI). The aim is to check information provided and also prevent fraudulent claims. Motor insurance details are added to the Motor Insurance Database run by the Motor Insurer's Information Centre (MIIC), which has been formed to help identify uninsured drivers and may be searched by the Police to help confirm who is insured to drive. When you tell us about a claim, this information will be passed on to the register by the insurance company. The database may be used by insurers and the Motor Insurers Bureau to identify relevant policy information.

PAYMENT OF PREMIUM IS DUE ON OR BEFORE INCEPTION DATE FOR NEW BUSINESS, PRIOR TO RENEWAL DATE FOR EXISTING BUSINESS AND PRIOR TO ANY AMENDMENT DATES FOR EXISTING BUSINESS.